

08 CIV 6869

JUDGE

BLANK ROME LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

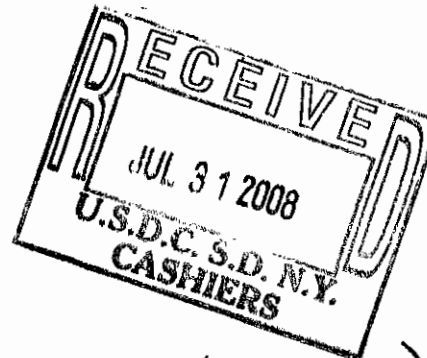
NOVA MARITIME B.V.I. LTD.,

Plaintiff,

v.

TRANSVAST SHIPPING CO. LTD.,

Defendant.



08 Civ. 6869 (SAS)

VERIFIED COMPLAINT

Plaintiff NOVA MARITIME B.V.I. LTD. ("Plaintiff"), by its attorneys Blank Rome LLP, complaining of the above-named Defendant TRANSVAST SHIPPING CO. LTD. ("Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

2. At all material times, Plaintiff was and now is a foreign company organized and existing under the laws of the British Virgin Islands.

3. At all material times, Defendant as and now is a corporation organized and existing under the laws of a foreign jurisdiction and the disponent owner of the M/V ITC GOLDEN (the "Vessel").

#### **THE BASIC FACTS**

4. Defendant chartered the Vessel to Plaintiff pursuant to a binding fixture note dated on or about June 25, 2008 (the "Charter"), Exhibit 1 to the accompanying Rule B Affidavit ("Rule B Aff.").

5. The Vessel was to carry Plaintiff's cargo from Bayuguan to Agaba, Jordan.

6. Defendant advised that "due to unexpected usage of cargo capacity" its Vessel could not carry Plaintiff's cargo. Rule B Aff. Ex. 2.

7. Plaintiff protested that the Vessel was, under the terms of the Charter, required to carry the entire cargo and held Defendant liable for its breach. Rule B Aff. Ex. 3.

8. Plaintiff chartered in a substitute vessel, the M/V SAGA MORUS, to perform the voyage.

9. Plaintiff has asserted its claim of \$94,345 based on the difference between the cost of the voyage under the Charter and the higher price of the voyage undertaken by the M/V SAGA MORUS as evidenced in the freight invoice issued by that Vessel's owner. Rule B Aff. Ex. 4.

10. The Charter is subject to English law and Hong Kong arbitration. This action is expressly filed without prejudice to that right of arbitration.

**COUNT I**

**RULE B RELIEF**

11. Plaintiff repeats paragraphs 1 through 10 as if fully set forth herein.

12. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its attorneys' fees and arbitrators' fees which are routinely awarded in Hong Kong arbitration and no security for Plaintiff's claim has been posted by Defendant or anyone acting on its behalf to date.

13. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A. On the principal claim	\$ 94,345
B. Estimated Recoverable English Lawyers and Arbitrators' Fees & "Costs"	\$ 30,000
C. Interest over the course of 3 years at prime rate average of 8% per annum:	<u>\$ 22,642</u>
<b>TOTAL:</b>	<b>\$146,987</b>

14. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

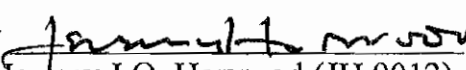
B. That since Defendant cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee, which are due and owing to Defendant up to the amount of \$146,987 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
July 31, 2008

Respectfully submitted,  
BLANK ROME LLP  
Attorneys for Plaintiff

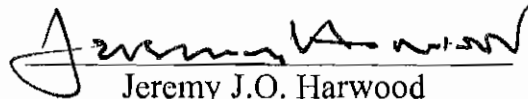
By   
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
New York, NY 10174  
Tel.: (212) 885-5000

VERIFICATION

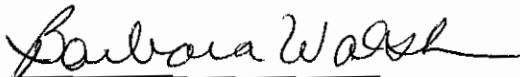
STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

  
Jeremy J.O. Harwood

Sworn to before me this  
31st day of July 2008

  
Notary Public

**BARBARA WALSH**  
**Notary Public, State of New York**  
**No. 01WA4925486**  
**Qualified in Queens County**  
**Commission Expires August 15, 2010**

BLANK ROME LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NOVA MARITIME B.V.I. LTD.,

Plaintiff,

v.

TRANSVAST SHIPPING CO. LTD.,

Defendant.

08 Civ.

**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

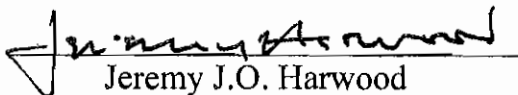
STATE OF NEW YORK     )  
                                  : ss.:  
COUNTY OF NEW YORK    )

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

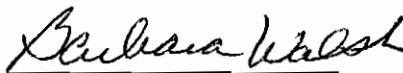
1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant TRANSVAST SHIPPING CO. LTD., as Owner of the M/V ITC GOLDEN, a company organized and existing under the laws of a foreign jurisdiction, pursuant to Rule

B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2008 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendants cannot be "found" within this district.
6. I attach as Exhibit 1 hereto a copy of the fixture note or charter for the Vessel.
7. I attach as Exhibit 2 hereto Defendant's advice of shutting out Plaintiff's cargo.
8. I attach as Exhibit 3 hereto Plaintiff's protest.
9. I attach as Exhibit 4 hereto a copy of the freight invoice for the substitute vessel.

  
Jeremy J.O. Harwood

Sworn to before me this  
31st day of July, 2008

  
Notary Public

BARBARA WALSH  
Notary Public, State of New York  
No. 01WA4925486  
Qualified in Queens County  
Commission Expires August 15, 2010



## **EXHIBIT 1**



Cedric Chan

---

寄件者: "Cedric Chan" <cedchan@netvigator.com>  
收件者: "Davis Leung" <anfari@anfari.com.hk>  
傳送日期: Thursday, 26 June, 2008 16:59  
主旨: Re: RECAP - MV ITG GOLDEN / ACC NOVA - 5000 MTS WIRE RODS - BAYUQUAN/AQABA

dav/ced

ok subs lifted n vsl fixed. forwarder name reverting (shippers: beitei).

pls give agents full style.

rgds

----- Original Message -----

From: Davis Leung

To: Cedric.CHAN

Cc: CEDRIC CHAN HOTMAIL

Sent: Wednesday, June 25, 2008 7:37 PM

Subject: Re: RECAP - MV ITG GOLDEN / ACC NOVA - 5000 MTS WIRE RODS - BAYUQUAN/AQABA

CED/DAV

PER OWR'S ADVICE, VSL'S CRANES ARE : 3 X 25T , 1 X 40 T

TKS/RGDS

DAVIS LEUNG - DIR TEL: (852) 2851 3233

MOB (852) 9880 1895

MSN: davis\_leung@hotmail.com (for chatting only)

ANFARI SHIPBROKING & AGENCY LTD / HONG KONG

TEL: (852) 2851 3233

FAX: (852) 2851 2923

TLX: (056) 88818 ANFAR N (VIA NORWAY)

EMAIL: anfari@anfari.com.hk

----- Original Message -----

From: Davis Leung

To: Cedric.CHAN

Cc: CEDRIC CHAN HOTMAIL

Sent: Wednesday, June 25, 2008 18:27

Subject: RECAP - MV ITG GOLDEN / ACC NOVA - 5000 MTS WIRE RODS - BAYUQUAN/AQABA

CED/DAV

CORRECTION - VSL'S NAME IS MV ITC GOLDEN

RE: MV: ITC GOLDEN / ACC NOVA MARITIME

5,000 MTS 5 PCT MOLCHOPTN WIRE RODS

1 SBP BAYUQUAN

1 SBP AQABA

LYCN 7TH -10 JULY 2008

## THE FIXTURE RECAP

ALL NEGOTIATION N EVENTUAL FIXTURE TB KEPT STRICTLY PRIVATE N  
CONFIDENTIAL

-OWNERS: TRANVAST SHPG CO., LTD.  
-CHARTERERS: NOVA MARITIME BVI LTD

## 1. PERFORMING VSL:

1.1 VESSELS NAME : ITC GOLDEN  
1.2 PREVIOUS NAMES : MED CARRARA  
1.3 FLAG : PANAMA  
1.4 MONTH/YEAR AND WHERE BUILT : MARCH, 1981, JAPAN  
1.5 YARD NAME AND NUMBER : KASADO SHIPYARD  
1.6 CLASS REGISTRATION NOS : RINA CLASS NO 8133 LLOYDS/IMO REGISTER  
NOS : IMO NO 7930369  
1.7 PORT OF REGISTRY : PANAMA  
1.8 OWNERS FULL STYLE : INTERNATIONAL TRANSPORTATION AND TRADING  
JOINT  
ADD: 4/3 DO SON ST., WARD 4, TAN BINH DIST., HO CHI MINH CITY, VIET NAM  
CONTACT NUMBERS FOR OPERATIONAL PURPOSES: TEL: 84-8-8273083, FAX:  
84-8-8274754, EMAIL: ITCSG@HCM.VNN.VN KTITCSG@HCM.VNN.VN  
1.9 MANAGERS : MARLOW SHIPMANAGEMENT (HK) LTD.  
ADD. SUITE 1405, ALLIED KAJIMA BUILDING, 138, GLOUCESTER RD, WANCHAI,  
HONGKONG

**1.10 DISPONENT OWNERS : EAST INTERNATIONAL LTD**

## 2. PARTICULARS OF VESSEL

2.1 TYPE OF VESSEL : GENERAL CARGO VESSEL

## 2.2 DEADWEIGHT ALL TOLD IN M/T

DWAT/ DRAFT/ TPC/ BASIS FULL DRAFT--SUMMER 43300 MT/ 11.83M/ 49.9 T  
WINTER 42100/ 11.58M/ TROPICAL 44550/ 12.07

2.3 IS VESSEL FITTED FOR TRANSIT OF :-

PANAMA CANAL : SUEZ CANAL : ST LAWRENCE SEAWAY :

2.4A FOR PANAMA CANAL SUITABLE VESSEL STATE DEADWEIGHT ALL TOLD ON  
39FT6INS/SG 0.9954 :

24B IS PANAMA DEADWEIGHT ALL TOLD AFFECTED BY VESSELS BILGE TURN RADIUS :

2.5 FOR ST LAWRENCE SEAWAY SIZE VESSEL  
STATE DEADWEIGHT ALL TOLD BASIS 26FT FW :

2.6 GT/NT - INTERNATIONAL : 26847/ 11616 - SUEZ : - PANAMA :  
- BRITISH :

**2.7 LENGTH OVERALL: 176.70 M**

**2.8 LENGTH BETWEEN PERPENDICULARS : 168.0 M**

2.9 EXTREME BREADTH : 33.0 M

DEPTH MOULDED : 16.5 M

2.10 DISTANCE FROM WATERLINE TO TOP OF HATCH COAMING OR TOP OF HATCH COVERS

IF SIDE ROLLING HATCHES BASIS FULL BALLAST : N/A

2.11 DISTANCE FROM KEEL TO TOP OF HATCH COAMINGS OR TOP OF HATCH COVERS IF

SIDE ROLLING HATCHES : N/A

2.12 VESSELS BALLASTING AND DEBALLASTING

TIME -: BALLASTING: 7 HRS - DEBALLASTING: 10-12 HRS

2.13 DISTANCE FROM KEEL TO HIGHEST POINT OF VESSEL -: 50.2M

2.14 CAPACITY OF - BALLAST TANKS : 10443.5 M3 BALLAST HOLD(S) : HOLD NO 3  
CAN USE FOR BALLAST , CAP.6733.8 M3

2.15 CONSTANTS EXCLUDING FRESH WATER : APPROX MT WATER

DAILY FRESH WATER CONSUMPTION :

FRESH WATER CAPACITY : 403 M3

CAPACITY / DAILY PRODUCTION OF EVAPORATOR : 30/ 22 MT NORMAL FRESH WATER

RESERVE : 20 MT

2.16 IS VESSEL FITTED WITH SHAFT GENERATOR : NO

2.17 VESSELS ONBOARD ELECTRICAL SUPPLY VOLTS/HZ - : OUT PUT 450V/ 60 HZ

3. CARGO ARRANGEMENTS-----

3.1 HOLDS

A. NUMBER OF HOLDS : 05

B. ARE VESSELS HOLDS CLEAR AND FREE OF ANY OBSTRUCTIONS - : YES C.

GRAIN/BALE CAPACITY IN HOLDS : 42488.31/40911.08 M3 (EXCLUDING HATCHWAYS,

WING/TOP SIDE TANKS (CUBIC METRES) )

D. GRAIN/BALE CAPACITIES BY HOLD EXCLUDING WING/TOP SIDE TANKS BUT INCLUDING

HATCHWAYS - (CUBIC METRES):

- CARGO HOLD NO1:

L/B/H: 25/19.23/14 MTRS, GRAIN/ BALE CAP.: 9859.49/ 9428.95 M3, STRENGTH OF TANKTOP: 22MT/M2, HATCH COVER OPENING SIDE: 16,8 X 13,2 MTRS.

- CARGO HOLD NO2:

L/B/H: 24.5/20/14 MTRS, GRAIN/ BALE CAP.: 7585.06/ 7327.63 M3, STRENGTH OF TANK TOP:15MT/M2, HATCH COVER OPENING SIDE: 16,8 X 16,4 MTRS.

- CARGO HOLD NO3:

L/B/H: 23.4/20/14 MTRS, GRAIN/ BALE CAP: 7297.76/ 7040.08 M3, STRENGTH OF TANK TOP: 22MT/M2, HATCH COVER OPENING SIDE: 16.8 X 16.4 MTRS.

- CARGO HOLD NO4:

L/B/H: 24.5/20/14 MTRS, GRAIN/ BALE CAP: 7585.17/7327.63 M3, STRENGTH OF TANK TOP: 15MT/M2, HATCH COVER OPENING SIDE: 16,8 X 16,4 MTRS.

- CARGO HOLD NO 5:

L/B/H: 22.6/33/14 MTRS, GRAIN/BALE CAP : 10160.83/ 9786.79 M3, STRENGTH OF TANK TOP 22MT/M2, HATCH COVER OPENING TYPE: 16.1 X 16.4 MTRS.

E. IS VESSEL STRENGTHENED FOR THE CARRIAGE OF HEAVY CARGOES - : YES  
IF YES STATE WHICH HOLDS MAY BE LEFT EMPTY;- 1,3,5

ALTERNATE HOLD LOADING NOT PERMITTED. HOLDS TWO AND FIVE CAN BE LEFT EMPTY PROVIDED BALLAST/OIL SUITABLY STORED AND UNDER MASTERS DISCRETION, KEEPING IN MIND SAFE TRIM AND STABILITY OF VESSEL.

F. IS TANKTOP STEEL AND SUITABLE FOR GRAB DISCHARGE - :

G. STATE WEATHER BULKHEAD CORRUGATIONS VERTICAL OR HORIZONTAL - :

H. TANK TOP STRENGTH : H 1,3,5= 22MT, H2,4= 15MT

I. ARE HOLDS CO2 FITTED : NO



J. ARE HOLDS FITTED WITH SMOKE DETECTION SYSTEM - : NO  
 K. IS VESSEL FITTED WITH AUSTRALIAN TYPE APPROVED  
 LADDERS - : YES  
 L. HAS VESSEL A FUNCTIONING CLASS CERTIFIED LOADMASTER/LOADICATOR  
 OR SIMILAR CALCULATOR - : YES  
 M. ARE HOLDS HOPPERED AT HOLD SIDE : HOLD NO1&5 HOPPERED AT HOLD SIDE  
 - AT FORWARD BULKHEAD :  
 - AT AFT BULKHEAD :  
 CAN VESSELS HOLDS BE DESCRIBED AS BOX SHAPED - :  
 N. MEASUREMENT OF ANY TANK SLOPES : HOPPER HEIGHT FROM TANK  
 TOP /HOPPERING  
 (HEIGHT AND DISTANCE FROM VESSELS SIDE AT TANK TOP) :  
 O. FLAT FLOOR MEASUREMENT OF CARGO HOLDS AT TANK TOP  
 P. ARE VESSELS HOLDS ELECTRONICALLY VENTILATED : NO  
 IF YES STATE NUMBER OF AIR CHANGES PER HOUR BASIS  
 EMPTY HOLDS - :

### 3.2 DECK AND HATCHES

A. NUMBER OF HATCHES : 5  
 B. MAKE AND TYPE OF HATCH COVERS : MACGERGORE, FOLDING  
 TYPE, HYDROLOGICALLY  
 OPERATED  
 C. HATCH SIZES (METRES) : H1: 16.8 X 13.2M; H2,3,4: 16.8 X 16.4 M, H5: 16.1 X  
 16.4 M  
 D. STRENGTH OF HATCH COVERS :  
 E. DISTANCE FROM SHIPS RAIL TO NEAR EDGE OF HATCH COVERS/COAMING - :  
 F. DISTANCE FROM BOW TO FORE OF FIRST HOLD OPENING - :  
 G. DISTANCE FROM STERN TO AFT OF LAST HOLD OPENING :  
 3.3 STATE DECK STRENGTH :

### 4. SPEED/CONSUMPTION/FUEL/ENGINE

4.1 STATE VESSELS CONSUMPTION AT ABOUT 11.5 KTS (UP TO BEAFORT SCALE  
 FORCE

4/DOUGLAS SEA STATE 3) AS FOLLOWS  
 ABOUT MT / ABOUT MT (MAIN ENGINE)/ (AUXILIARIES)

A. LADEN 32.5 MT IFO 180CST/ 2.8 MT MDO

B. BALLAST 31 MT / 2.8 MT

4.2 BUNKER GRADES: IFO 180 CST/ MDO

### VSL'S ITIN

---  
 VSL ETS QINGDAO 25 JUN  
 ETA XINGANG 26 JUN  
 ETS XINGANG 4 JULY  
 ETA BAYUQUAN 5 JULY 2008  
 -----

JEDDAH  
 AQABA

WP, AGW

part cgo basis

2. CARGO:  
 =====

- 5,000 MTS 5 PCT MOLCHOPTN WIRE RODS  
3. 1 SBP BAYUQUAN  
4. 1 SBP AQABA

5. CQD LOAD/LINER OUT DISCHARGE

6 LYCN 7TH -10 JULY 2008 (VSL ETA BAYUQUAN 1ST/2ND JULY WP/AGW)

7 LOAD/DISCHARGE TERM: CQD LOAD/LINER OUT DISCHARGE

8 FREIGHT RATE: USD86.- PMT FIS LSD / LINER OUT DISCHARGE

9 FULL FREIGHT TO BE PAID IN USD TO OWNERS NOMINATED BANK ACCOUNT WITHIN 3 BANKING DAYS AFTER COMPLETION OF LOADING, SIGNING/RELEASING "FREIGHT COLLECT" OR "FREIGHT PAYABLE AS PER CHARTER PARTY" BILL(S) OF LADING TO SHIPPERS AT LOADPORT.

FREIGHT TO BE REGARDED EARNED AS CARGO TAKEN ON BOARD DISCOUNTLESS AND NON-RETURNABLE WHETHER VESSEL AND/OR CARGO LOST OR NOT LOST.

WITHOUT SURCHARGE TO OWNERS, 2<sup>ND</sup> SET ORIGINAL CONGEN BILL(S) OF LADING MARKED "FREIGHT PREPAID" , "CLEAN ON BOARD" TO BE ISSUED AND SIGNED BY OWNER' S AGENT ON OWNER' S/MASTER' S BEHALF AND ACCORDANCE WITH OWNER' S INSTRUCTION.

IF MATE' S RECEIPT HAVE ANY REMARKS, SHIPPERS TO ISSUE SINGLE LETTER OF INDEMNITY FOR CLEAN BILL(S) OF LADING WITH OWNER' S PNI CLUB WORDINGS WITHOUT BANK ENDORSEMENT.

FOR 2<sup>ND</sup> SET BILL(S) OF LADING, DOCUMENTATION AGENT IN HONGKONG.  
DOCS AGENT IS 'ANFARI SHIPBROKING N AGENCY LTD.'

SAME SET BILL(S) OF LADING TO BE RELEASED AGAINST PHOTOCOPY BANK' S SWIFT OF FREIGHT PAYMENT AND THE SURRENDER OF ORIGINAL 1<sup>ST</sup> SET BILL(S) OF LADING FROM CHARTERERS.

AFTER THAT, OWNERS TO GIVE INSTRUCTION TO OWNER' S AGENT TO SIGNING/RELEASING 2<sup>ND</sup> SET TO CHARTERERS IMMEDIATELY.

2<sup>ND</sup> SET BILL(S) OF LADING TO BE SIGNED/RELEASED AFTER RECEIVED OWNERS' INSTRUCTION.

1ST TB ISSUED AT LOADPORT : BAYUQUAN

2ND SET TO BE ISSUED AT HKG AGENT :  
(CHRS WILL SURRENDER THE ORI 1ST SET BS/L BEFORE RELEASING ORI 1ST SET BS/L  
AMEND SHIPPER/CONSIGNEE N NOTIFY PARTY AND/OR OTHERS PER L/C REQUIREMENTS)

OWNERS' BANK DETAILS: TB ADVD.

10. LASHED/SECURED/DUNNAGED IF ANY TO BE FOR CHARTERER' S ACCOUNT.

11. DETENTION USD35000- PDPD IF CARGO/DOCUMENTS NOT READY UPON VESSEL' S ARRIVAL AT LOADPORT.

12. DETENTION TIME TO BE COUNTED 10 HOURS AFTER N.O.R. TENDERED AT LOADPORT. .

DETENTION IF ANY TO BE SETTLED WITHIN 15 DAYS AFTER COMPLETION OF LOADING AND AN UNDISPUTED AMOUNT IS MUTUALLY AGREED. OWNERS HAVE TO PROVIDE ALL SUPPORTING DOCUMENTS, I.E. NOTICE OF READINESS, STATEMENT OF FACTS, TIME SHEETS.

NOR. AT LOADPORT CAN BE TENDERED BY MASTER THROUGH CABLE OR IN WRITING WITHIN

**13. OWNERS AGENTS AT LOADPORT/DISCHARGE PORT.  
DETAILS: TO BE ADV**

14. LIGHTENING/LIGHTERAGE IF ANY DUE TO VESSEL' S DRAFT REASON TO BE FOR OWR'S ACCOUNT.

(UNDERSTAND LOADPORT IS DEEP SEA PORT, WHILE LINER OUT AT AQABA)

15. SHORE CRANE CHARGES IF ANY TO BE FOR OWNER' S ACCOUNT AT DISCHARGE PORT.

16. ANY TAXES/DUES/WHARFAGE ON CARGO TO BE FOR CHARTERER' S ACCOUNT BOTH ENDS.

17. ANY TAXES/DUES/WHARFAGE ON VESSEL/FREIGHT TO BE FOR OWNERS' ACCOUNT.

18. SHIPSIDE TALLY TO BE FOR OWNER' S ACCOUNT, SHORESIDE TALLY TO BE FOR CHARTERER' S ACCOUNT.

COMPULSORY TALLY TO BE FOR OWRS ACCT AT L/PORT.

19. VESSEL MUST BE P&I CERTIFIED AND ISM CODE.

20. IF ORIGINAL BILL(S) OF LADING OR RECEIVER' S BANK GUARANTEE NOT READY AT DISCHARGE PORT PRIOR/UPON VESSEL ARRIVAL DISCHARGE PORT, OWNERS AGREE TO DISCHARGE CARGO TO THE PORT/CUSTOM' S CUSTODY. THE RELEASE OF CARGO MUST BE AGAINST ORIGINAL BILL(S) OF LADING OR RECEIVER' S BANK GUARANTEE.

21. COMBINE CARGO IS OK BUT NOT INJURE TO CHARTERER' S CARGO.

22. OVERAGED PREMIUM IF ANY TO BE FOR CHARTERER' S ACCOUNT.

23. ARBITRATION IN HONGKONG AND ENGLISH LAW TO APPLY.

24. THIS FIXTURE NOTE TO BE KEPT PRIVATE AND CONFIDENTIAL.

25. TOTAL 3.75 PCT COMMISSION (INCLUDING 2.5 PCT ADDCOM + 1.25 PCT ANFARI HKG).

26. OTHERWISE AS PER GENCON CP 1976.

**27. SUBJ STEM TO BE LIFTED BY 1800 HR TOMO HK TIME 26 JUN., 2008 (THUR)  
END RECAP.**

TRUST RECAP AS ABV IN GOOD ORDER.

TKS/RGDS

DAVIS LEUNG - DIR TEL: (852) 2851 3233

MOB (852) 9880 1895

MSN: davis\_leung@hotmail.com (for chatting only)

ANFARI SHIPBROKING & AGENCY LTD / HONG KONG

TEL: (852) 2851 3233

FAX: (852) 2851 2923

TLX: (056) 88818 ANFAR N (VIA NORWAY)

EMAIL: anfari@anfari.com.hk

## **EXHIBIT 2**



TRANVAST SHIPPING CO., LIMITED  
TEL: 0086-25-66677859  
FAX: 0086-25-66677860  
EMAIL: OPERATION@TRANVAST.COM  
CHARTERING@TRANVAST.COM  
MSN: BURNEY5186@HOTMAIL.COM  
MOB: 0086-13814079988

=====

TOP URGENT!!!

CHRISTINE/YUAN CC DAVIS

RE: MV. ITC GOLDEN - WIRERODS EX. BAYUQUAN TO AQABA

DUE TO UNEXPECTED USAGE OF CARGO CAPACITY, VSL CAN NOT LOAD FULL CARGO OF 5,000MT. WE  
HEREBY REQUEST CHTRS' TO ALLOW US TO LOAD HALF OF THE CARGO (ABT 2,500MT UNDER EITHER  
SHIPPING ORDER ).

WE WILL NOMINATE ANOTHER PERFORMING VESSEL TO CARRY THE BALANCE CARGO AS EARLY AS  
POSSIBLE.

TKS FR CHTRS' COOPERATION.

AWAITING FR CHTRS' SOONEST REPLY!

B'RGDS

|

09-Jul-2008

## **EXHIBIT 3**

**Davis Leung**

---

**From:** "Davis Leung" <anfari@anfari.com.hk>  
**To:** "CN-NJ/TRANVAST\_OPS" <operation@tranvast.com>  
**Cc:** <chartering@tranvast.com>  
**Sent:** Wednesday, July 09, 2008 17:58  
**Subject:** Fw: mv itc golden/ nova maritime

MR YUAN /DAVIS

CC DAVID SHEN

FROM CHRIS, NOVA MARITIME

----- Original Message -----

**From:** Cedric Chan

**To:** Davis Leung

**Sent:** Wednesday, July 09, 2008 17:27

**Subject:** mv itc golden

dav,

pls advise owners:

per telcon, itc golden has to load 3000-3500mt upto the max best, but just now shippers said vsl only has space 1500 mt. this is ridiculous.

chrs have to hold owners fully responsible for all consequences and claims for failure to perform as per c/p.

owners have to tell now what is situation now and their intention.

this is urgent.

rgds

09-Jul-2008

**Davis Leung**

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**From:** "Davis Leung" <anfari@anfari.com.hk>  
**To:** "CN-NJ/TRANVAST\_OPS" <operation@tranvast.com>  
**Cc:** <chartering@tranvast.com>  
**Sent:** Wednesday, July 09, 2008 17:58  
**Subject:** Fw: mv itc golden/ nova maritime

MR YUAN /DAVIS

CC DAVID SHEN

FROM CHRIS, NOVA MARITIME

----- Original Message -----

**From:** Cedric Chan  
**To:** Davis Leung  
**Sent:** Wednesday, July 09, 2008 17:27  
**Subject:** mv itc golden

dav,

pls advise owners:

per telcon, itc golden has to load 3000-3500mt upto the max best, but just now shippers said vsl only has space 1500 mt. this is ridiculous.

chrs have to hold owners fully responsible for all consequences and claims for failure to perform as per c/p.

owners have to tell now what is situation now and their intention.

this is urgent.

rgds

09-Jul-2008

**Davis Leung**

---

**From:** "Davis Leung" <anfari@anfari.com.hk>  
**To:** "CN-NJ/TRANVAST\_OPS" <operation@tranvast.com>  
**Cc:** "CN-HX/ANFARI" <anfari@anfari.com.hk>  
**Sent:** Wednesday, July 09, 2008 13:54  
**Subject:** Fw: mv itc golden / SHIPPING ORDER - NOVA

MR YUAN / DAVIS -CHRISTINE  
CC CAPT. WANG

FROM CHRIS, NOVA MARITIME

----- Original Message -----

**From:** Cedric Chan  
**To:** Davis Leung  
**Sent:** Wednesday, July 09, 2008 13:41  
**Subject:** Re: mv itc golden / SHIPPING ORDER - NOVA

DAV/CED

THE BOOKING IS FOR THE WHOLE CARGO AND S/O HAS BEEN ISSUED FOR THE WHOLE QTY. IF OWNERS HAVE PROBLEMS, THEY HAVE TO CONSIDER TO SHUT OUT THEIR OTHER BOOKED CARGO, NOT ON OUR CARGO. WE CANNOT SPLIT THE CARGO AS L/C NOT ALLOW US TO SPLIT OR SHIP PARTIALLY. HOPE TRANVAST CAN UNDERSTAND THE TRADE. THIS WOULD CREATE CONSEQUENTIAL LEGAL COMPLICATIONS AGAINST OWNERS AND MANY CLAIMS WOULD ARISE.

SO THEY BETTER SHUT OUT OTHERS AND LET THEM TO FULFIL OURS TO SHIP THE FULL BOOKED QTY.

CHRS AWAIT TO HEAR.

RGDS  
NOVA MARITIME.

----- Original Message -----

**From:** Davis Leung  
**To:** Cedric Chan  
**Cc:** Icedric  
**Sent:** Wednesday, July 09, 2008 1:16 PM  
**Subject:** Fw: mv itc golden / SHIPPING ORDER - NOVA

CED/DAV

----- Original Message -----

**From:** yuan  
**To:** Davis Leung  
**Cc:** CN-HX/ANFARI ; OPS ; CHTG  
**Sent:** Wednesday, July 09, 2008 13:09  
**Subject:** Re: mv itc golden / SHIPPING ORDER - NOVA

09-Jul-2008

## EXHIBIT 4


**DAEWOO**  
 DAEWOO LOGISTICS CORP.

 17TH FL. DAEWOO FOUNDATION BLDG, 526, NAM DAE MUN RO 5, CHUNG-KU, SEOUL, KOREA  
 TEL:02-759-2341 FAX:02-759-2554

TX:DWLOG K99010

EMAIL:master@dwlog.co.kr

# INVOICE

MESSERS: NOVA MARITIME BV LTD

 DATE: 2008.07.29  
 INVOICE NO: DL-0807168

 VESSEL/VOY: MV SAGA MORUS/ V. 0007  
 CARGO/QUANTITY: WIRE ROD / 4,965.54MT  
 L/PORT: Bayuquan  
 D/PORT: AQABA  
 SAILING DATE: 2008.07.29

PARTICULARS	DEBIT	CREDIT
-- FREIGHT: 4,965.54MT X USD 105 PMT		USD 521,381.70
SUB-TOTAL	USD 0.0	USD 521,381.70
BALANCE DUE TO OWNERS	USD 521,381.70	
	USD 521,381.70	USD 521,381.70

 BANK ACCOUNT :  
 CITI BANK KOREA INC, TAEPYEONGNO BRANCH, SEOUL, KOREA  
 SWIFT CODE : CITIKRSX  
 ACC NO : 16700161490 (USD)  
 CORRES BANK : CITIBANK N.A, NEW YORK  
 SWIFT CODE : CITIUS33  
 IN FAVOUR OF 'DAEWOO LOGISTICS CORP.'

DAEWOO LOGISTICS CORP.

  
 Authorized Signatory